

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
P.O. BOX 1450  
ALEXANDRIA, VA 22313-1450

Appl No.: 10/528321  
Applicant: Stephen Guffanti

TC/A.U.: 3714  
Examiner: Bruk A.  
Gebremichael

Filed: 9/26/2005

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

DECLARATION UNDER 37 C.F.R. § 1.131

- 1) I am one of the co-authors of the book "Rocket Phonics," published on September 2, 2002.
- 2) The first edition of "Rocket Phonics" was titled "Powerfoniks: The Student's Handbook," and was created in February 2000. This edition was never available to the public.
- 3) Shortly after I created "Powerfoniks: The Student's Handbook," I printed 20 copies of the book, and I lent them to parents who took part in a study at UCLA. This study lasted for three months, and each of those parents signed a nondisclosure agreement, attached hereto as Exhibit A.
- 4) On August 15, 2001, I received a phone call from Dr. Catterall of UCLA, informing me of the results of the UCLA study, and specifically informing me that Powerfoniks was nearly 4 times faster than the control group for teaching reading. The results of that study were only sent to a few professors at UCLA and me.
- 5) In March, 2002, I decided to revise "Powerfoniks: The Student's Handbook" and wrote a second edition, called "Rocket Phonics." I renamed the book because other people were using the name "Powerfoniks." That second edition, like the first, was never available to the public. I only submitted the second edition to Cathy Duffy for review. Cathy Duffy is a publisher that worked for Grove Publishing at the time.
- 6) I revised the book a third time after receiving some feedback from Cathy Duffy, also calling it "Rocket Phonics."
- 7) I first advertised the book "Rocket Phonics" for sale on August 8, 2002, via our website [http://web.archive.org/web/\\*/http://www.rocketphonics.com](http://web.archive.org/web/*/http://www.rocketphonics.com)
- 8) Our first sale of the third edition of the book, now called "Rocket Phonics" was in October 2002.
- 9) The patent provisional filed on September 16, 2002 is a correct and true copy of the third version of the book "Rocket Phonics" that was sold in October 2002. This book was also used to draft the patent application.

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- 10) On September 8, 2003, I applied for a copyright on the third edition of "Rocket Phonics," filling out FORM TX provided by the copyright office. A true and correct copy of that copyright is attached herein as Exhibit B.
- 11) When I filled out FORM TX, I mistakenly listed the date of publication as the date when I decided to draft a formal copy of "Rocket Phonics" to be published and sold to the public. However, now that I am aware of the legal definition of the word "publication," I am correcting the records at the copyright office using FORM CA, attached herein as Exhibit C.
- 12) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that will false statements made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

By 

Stephen Guffanti

Submitted by,

By /Robert D. Fish/

Robert D. Fish

Reg. No. 33,880

## **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (this "Agreement") is made effective as of 6/19/00, between Stephen Guffanti, of 2250 Tierra Verde Rd., Vista, California 92084, and

\_\_\_\_\_ whose child is using PowrFoniks Student Handbook # \_\_\_\_\_.

In this Agreement, the party who owns the Confidential Information will be referred to as "Guffanti", and the party to whom the Confidential Information will be disclosed will be referred to as "the parents".

Guffanti is engaged in the development of a reading method for k through 12 curriculum. The parents are engaged in teaching their child. Guffanti has requested that the parents protect the confidential material and information which may be disclosed between Guffanti and the parents. Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to Guffanti, whether or not owned or developed by Guffanti, which is not generally known other than by Guffanti and which the parents may obtain through any direct or indirect contact with Guffanti.

*A. Confidential information includes without limitation:*

- business records and plans and other proprietary information.

*B. Confidential Information does not include:*

and any other information that both parties agree in writing is not confidential.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** The parents understand and acknowledge that the Confidential Information has been developed or obtained by Guffanti by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Guffanti which provides Guffanti with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, the parents agree to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Guffanti. In addition, the parents agree that:

*i. No Copying/Modifying.* The parents will not copy or modify any Confidential Information without the prior written consent of Guffanti.

*ii. Application to Employees.* Further, the parents shall not disclose any Confidential Information to any employees of the parents, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Guffanti.

*iii. Unauthorized Disclosure of Information.* If it appears that the parents has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Guffanti shall be entitled to an injunction to restrain the parents from disclosing, in whole or in part, the Confidential Information. Guffanti shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**III. RETURN OF CONFIDENTIAL INFORMATION.** Upon receiving a written request the parents shall return to Guffanti all written materials containing the Confidential Information. The parents shall also deliver to Guffanti written statements signed by them certifying that all materials have been returned within five (5) days of receipt of the request.

**IV. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**V. NO WARRANTY.** Guffanti acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Guffanti MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Guffanti BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Guffanti does not represent or warrant that any product or business plans disclosed to Child U will be marketed or carried out as disclosed, or at all. Any actions taken by Child U in response to the disclosure of the Confidential Information shall be solely at the risk of Child U.

**VI. LIMITED LICENSE TO USE** The parents shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. The parents acknowledge that, as between Guffanti and the parents, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Guffanti, even if suggestions, comments, and/or ideas made by the parents are incorporated into the Confidential Information or related materials during the period of this Agreement.

**VII. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:  
Stephen Guffanti

By: \_\_\_\_\_

Date \_\_\_\_\_  
Recipient:

By: \_\_\_\_\_

Date \_\_\_\_\_

136659894



## FORM TX

For a Non-dramatic Literary Work  
UNITED STATES COPYRIGHT OFFICE

TX 5-821-543



TX5821543

EFFECTIVE DATE OF REGISTRATION

09 08 2003  
Month Day Year

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

1

## TITLE OF THIS WORK

Rocket Phonics. Help your child reach for the stars

## PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared Title of Collective Work

If published in a periodical or serial give Volume Number Issue Date On Page

2

## NAME OF AUTHOR

a Stephen Guffanti

Was this contribution to the work a "work made for hire?"

☐ Yes  
☒ No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of Domestic only

USA

## DATES OF BIRTH AND DEATH

Year Born Year Died

7-2-51

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes" see detailed instructions

## NOTE

Under the law the author is a work made for hire if generally the employer, not the employee (see instructions) for any part of this work that was made for hire check "Yes" in the space provided give the employer (or other person for which the work was prepared) as Author of that part and leave the space for dates of birth and death blank

## NATURE OF AUTHORSHIP

Briefly describe nature of material created by this author in which copyright is claimed

Reading curriculum with games

## NAME OF AUTHOR

b Maureen Guffanti

Was this contribution to the work a "work made for hire?"

☐ Yes  
☒ No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of Domestic only

USA

## DATES OF BIRTH AND DEATH

Year Born Year Died

7-1-51

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes" see detailed instructions

## NATURE OF AUTHORSHIP

Briefly describe nature of material created by this author in which copyright is claimed

Reading curriculum with games, illustrations and editing

## NAME OF AUTHOR

c

Was this contribution to the work a "work made for hire?"

☐ Yes  
☒ No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of Domestic only

## DATES OF BIRTH AND DEATH

Year Born Year Died

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes" see detailed instructions

## NATURE OF AUTHORSHIP

Briefly describe nature of material created by this author in which copyright is claimed

3

## YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

2001

This information must be given even if the work was published in all cases.

## DATE AND EDITION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information only if the work was first published

Month Day Year

August Day 2 Year 2001

Norton

4

See instructions before completing this notice

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2

Stephen Guffanti and Maureen Guffanti  
2250 Ticker Verde Rd  
Visalia, CA 93284

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright

## APPLICATION RECEIVED

SEP 08 2003

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

SEP 08 2003

FUNDS RECEIVED

MORE ON BACK

Complete all applicable spaces (numbers 5-9) on the reverse side of this page. See detailed instructions. Sign the form at the end.

DO NOT WRITE HERE! Page 1 of 2 pages

\*Registration does not extend to uncopyrightable elements or aspects of game (idea for, and procedure or method of operation used in, game) 17 USC 102(b)

EXAMINED BY	FORM TX
CHECKED BY	
<input type="checkbox"/> CORRESPONDENCE	FOR
<input type="checkbox"/> Yes	COPYRIGHT
	OFFICE
	USE
	ONLY

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is Yes why is another registration being sought? (Check appropriate box) ▼

a ☐ This is the first published edition of a work previously registered in unpublished form

b ☐ This is the first application submitted by this author as copyright claimant

c ☐ This is a changed version of the work, as shown by space 6 on this application

If your answer is Yes give Previous Registration Number(s) ▶

Year of Registration ▶

5

### DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates ▼

a

Material Added to This Work Give a brief general statement of the material that has been added to this work and in which copyright is claimed ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office give name and number of Account.

Name ▼

Account Number ▼

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent Name/Address/Apt./City/State/ZIP ▼

Stephen Guffanti  
2250 Tierra Verde Rd  
Vista, CA 92084

Area code and daytime telephone number ▶ 760-727-7602

E-mail ▶ sauffanti@cox.net

Fax number ▶ 760-727-7610

b

CERTIFICATION I, the undersigned hereby certify that I am the

Check only one ▶

- ☒ Author  
☐ other copyright claimant  
☐ owner of exclusive right(s)  
☐ authorized agent of

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge

Name of author or other copyright claimant, or owner of exclusive right(s) ▶

Typed or printed name and date ▼ If this application gives a date of publication in space 3 do not sign and submit it before that date

Stephen Guffanti

Maureen Guffanti

Date ▶ 8-23-03

Handwritten signature(s) ▼

x Stephen Guffanti

Maureen Guffanti

8

Certificates will be mailed in window envelopes to this address

Name ▼ Stephen Guffanti  
Name/Address/Apt. ▼ 2250 Tierra Verde Rd  
City/State/ZIP ▼ Vista, CA 92084

Send to: Copyright Office

Sign your application in space 3

to: 1. Application form

2. Non-refundable filing fee to check or money order payable to: Register of Copyrights

3. Deposit material

4. Fee

Library of Congress

Copyright Office

101 Independence Avenue, S.E.

Washington, D.C. 20540-0002

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17 U.S.C. § 508(a) Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408 or in any written statement filed in connection with the application shall be fined not more than \$2,000.

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TX	TXU	CA	PAU	IVA	CAU	SA	ISRU	RE
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EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of Work

Rocket Phonics, Help your child search for the stars

Registration Number of the Basic Registration

TX0005821543

Year of Basic Registration

2003

Name(s) of Author(s)

Stephen Guffanti  
Maureen Guffanti

Name(s) of Copyright Claimant(s)

Stephen Guffanti  
Maureen Guffanti

Location and Nature of Incorrect Information in Basic Registration

Line Number 15

Line Heading or Description

Date and Nature of First Publication

Incorrect Information as It Appears in Basic Registration

August 15, 2001

Corrected Information

August 8, 2002

Explanation of Correction

When I first filed out FORM TX provided by the copyright office, I did not know the proper definition of the word

Location and Nature of Information in Basic Registration to be Amplified

Line Number

Line Heading or Description

Amplified Information and Explanation of Information

MORE ON BACK ▶ - Copyrights are available online at (CC) on the Internet site of this group  
- For details on the process, see the "How to Register" section of the Copyright Office website

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